

**SERIAL 10103 IGA IT SOLUTIONS HARDWARE & SOFTWARE PRODUCTS**

**DATE OF LAST REVISION: July 28, 2008**

**CONTRACT END DATE: August 18, 2011**

**CONTRACT PERIOD BEGINNING JULY 27, 2010  
ENDING AUGUST 18, 2011**

**TO: All Departments**

**FROM: Department of Materials Management**

**SUBJECT: Contract for IT SOLUTIONS HARDWARE & SOFTWARE PRODUCTS**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the City of Tucson Contract #083052. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:  
[http://www.maricopa.gov/materials/Awarded\\_Contracts/search.asp](http://www.maricopa.gov/materials/Awarded_Contracts/search.asp).

**Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use NIGP CODE 9673701**

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).

## CONTRACT AMENDMENT

CITY OF TUCSON  
DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR  
TUCSON AZ 85726-7210

CONTRACT NO. 083052  
CONTRACT AMENDMENT NO. 2  
PAGE 1 OF 2  
CONTRACT OFFICER: NICHOLAS GRUND/LLH

THIS CONTRACT IS AMENDED AS FOLLOWS:

### IT SOLUTIONS

Pursuant to Contract No. 083052-01, Special Terms and Conditions, **Section 7**, the City is hereby exercising its option to extend the contract for the time period of **August 18, 2010 through August 17, 2011**.

The following clause(s) is/are added to the Standard Terms and Conditions section of the referenced contract.

**38. CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.

**39. CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

**40. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

## CONTRACT AMENDMENT

CITY OF TUCSON  
DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR  
TUCSON AZ 85726-7210

CONTRACT NO. 083052  
CONTRACT AMENDMENT NO. 2  
PAGE 2 OF 2  
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THIS CONTRACT IS AMENDED AS FOLLOWS:

### IT SOLUTIONS

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ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF  
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature *Tara K. Barbieri* Date 13 July 2010

Tara K. Barbieri

Director, Program Sales

CDW GOVERNMENT LLC  
Company Name

2 ENTERPRISE DRIVE, SUITE 404  
Address

SHELTON CT 06484  
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 15th DAY  
OF July, 2010, AT TUCSON, ARIZONA.

*Laura Jesting*  
Mark A. Neihart, C.P.M., CPPB, A.P.P. CPM  
As Director of Procurement and not personally

**RFP 083052**  
**Information Technology Solutions**  
**Summary of Negotiated Items**

1. **Program Launch** –This contract was awarded on Thursday, July 24, 2008 and the proposed contract start date is Monday, August 18, 2008. This allows all parties to prepare for contract roll out. CDW•G has committed to working with National IPA to develop a detailed program launch plan which will outline all activities associated with contract roll out. The draft of the plan is due to the City and National IPA as soon as possible with the final plan due by Monday, August 11, 2008. National IPA has committed to providing initial training to CDW•G staff by contract start date.
2. **Single Award** – In consideration of a single award, the parties agree not to enter into new competing agreements as outlined in Attachment A of City's RFP 083052, National Intergovernmental Purchasing Alliance Administration Agreement.
3. **Pricing** – CDW•G shall provide a price in the format of a percentage discount off a verifiable price index. Vendors may submit pricing for various manufacturers. Prices/discounts will remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve month period following contract award. However, pricing may fluctuate as the price for the product changes with the verifiable pricing standard. Also, the "technology marketplace" is one of rapid change, with new products and revisions coming into the marketplace on a regular basis, it is required that a verifiable pricing formula or guaranteed discount matrix be included with response. In the event a product is discontinued, Vendor will provide a product of the same or greater functionality, utilizing the proposed discount structure. In addition, there may be times when a manufacturer will offer special or promotional pricing which is permitted under this contract as long as this pricing does not exceed the contract price. The contract establishes a contract ceiling price. All parties must agree to pricing methodology. Award will be determined by applying the Vendor's discount to the prices listed on the verifiable price index. The City has provided various computer configurations for pricing evaluation purposes. Vendors are required to provide a total cost for the systems as configured. It is the Vendor's responsibility to provide the City with an up-to-date price list for the duration of the contract.
4. **Marketing Initiatives:** CDW•G is committed to adhering to providing the program launch plan by August 11, 2008 and to memorialize all marketing commitments as outlined in CDW•G original proposal and other support materials as agreed upon by both parties. This will be an agenda item to be discussed at the quarterly meetings to coordinate attendance.
5. **National IPA Administrative Agreement:** CDW•G will work with National IPA to finalize and execute the Administrative Agreement by August 11, 2008.
6. **Program Comparisons:** CDW•G is committed to providing an in-depth comparison to HRG and other comparable cooperatives or state agreements as requested during the contract term. CDW•G has committed to providing a pricing comparison, by CDW•G category, of program value to the end customers between the National IPA and Horizon Resource Group program by Monday, August 11, 2008.
7. **Horizon Resource Group (HRG) Contract:** National IPA and CDW•G is committed to developing and implementing a migration plan for the HRG participants prior to the expiration of the HRG contract which expires on August 16, 2009. In addition, any customer including current and new customers may use this contract in advance of that date with discussion between National IPA and CDW•G.
8. **Revised Pricing:** Best and Final Price Page, see Attachment A herein.
9. **Shipping Charges:** CDW•G and the City of Tucson agreed to the City's original F.O.B. language as stated in the Special Terms and Conditions, Item 2 as follows:

**FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection

Note: Any expedited orders placed may be changed the applicable shipping charges.

10. **Contract Review Meetings:** CDW•G is committed to have key staff attend quarterly contract review meetings. The midyear (2<sup>nd</sup> quarterly) and annual (4<sup>th</sup> quarterly) meeting will be held in Tucson, Arizona. The mid year meeting will be held between January 19 through January 30, 2009 and the annual review meeting will be held between May 18<sup>th</sup> and May 29<sup>th</sup>. CDW•G commits to a minimum of one Director and one Field Account Executive at each meeting in person. Other CDW•G staff will attend as agenda dictates, but may be available via phone for their specific portions, including: Program Management, Pricing Analyst, Marketing and other sales support staff. The dates for these meetings will be confirmed no later than 60 days in advance of the date.
11. **Negotiated Terms and Conditions:** The parties have agreed to the terms and conditions listed in Attachment B herein. These pages replace pages 2 through 5 and pages 14 through 22 of Request for Proposal No. 083052 document.

**Attachment B**  
**Terms and Conditions**  
**Dated July 23, 2008**

Request for Proposal #083052, pages 2 through 5, are replaced by the following:

**INTRODUCTION / BACKGROUND**

The City of Tucson is requesting proposals from firms qualified to provide Information Technology Solutions including desktops, notebooks, servers, software, peripherals and services, **to be delivered F.O.B. destination to various locations though out the City of Tucson.**

Requirements and qualifications are defined in detail in the Scope of Work and Technical Requirements Section of this Request for Proposal (RFP).

The City, as the Principal Procurement Agency, has partnered with the National Intergovernmental Purchasing Alliance (herein National IPA) to make the resultant contract from this solicitation available to qualified Participating Agencies nationwide. National IPA provides marketing and administrative support for the Contractor that directly promotes the Contractor's products and services to Participating Agencies through multiple channels, each designed to promote specific products and services to government agencies on a national basis.

As such, the Contractor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide contractor as stated herein.

**National Contract Requirements**

**CONTRACTOR COMMITMENTS**

The successful offeror must make certain commitments to both the City and National IPA under this contract. These commitments are designed to ensure the success of the contract for all parties involved.

A. Corporate Commitment

Contractor commits that (1) the contract has received all necessary corporate authorization of its firm, (2) the contract is the primary "go to market" strategy within the local government market, and (3) the contract will be promoted to all government agencies, including any existing customers, and transitioning those customers, upon their request, to the contract.

B. Sales Commitment

Contractor commits to aggressively market the contract and National IPA nationwide and that its sales force will be trained, engaged and committed to offering the contract through National IPA nationwide. Further, the Contractor commits that all contract sales will be reported to National IPA as specified in this Contract.

**2. NATIONAL IPA ADMINISTRATIVE AGREEMENT**

The Contractor will be required to enter into an Administration Agreement with National IPA before services on a national level can commence (see Attachment A). The Agreement establishes the requirements, obligations and prohibitions of the Contractor with respect to a nationwide contract effort. The City strongly encourages all potential offerors to be familiar with the terms and conditions contained therein.

**3. ESTIMATED VOLUME**

Last year, the City of Tucson spent approximately \$500,000 on systems purchases, \$70,000 on software purchases and over \$100,000 on information technology peripherals. The dollar volume of services purchased under the contract is estimated to be \$25,000,000 annually. While no minimum volume is guaranteed, the estimated annual volume is projected based on the current annual volumes among the City, other government agencies that intend to utilize the resulting contract to be made available to them through National IPA, and volume growth into other agencies through a coordinated marketing approach between the Vendor and National IPA.

#### **4. MARKETING AND ADMINISTRATIVE SUPPORT**

National IPA provides marketing and administrative support for the Contractor that directly promotes the Contractor's products and services to Participating Agencies through multiple channels, each designed to promote specific products and services to government agencies on a national basis.

The National IPA Marketing teams will work in conjunction with the successfully awarded contractor to promote the agreement to both existing participating agencies and new participating agencies through:

- Marketing collateral (print, email, presentations)
- Website support
- Trade shows/conferences/meetings
- Advertising

The National IPA Sales teams will work in conjunction with the successfully awarded contractor to promote the agreement to both existing participating agencies and new participating agencies through:

- Individual sales calls
- Joint sales calls
- Communications/customer service
- Training sessions for participating agencies teams
- Training sessions for contractor teams

The National IPA Contracting teams will work in conjunction with the successfully awarded contractor to promote the agreement to both existing agencies and new participating agencies through:

- Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- Training sessions for participating agencies teams
- Training sessions for contractor teams
- Quarterly business reviews to monitor program success
- General contract administration

**Contractors are required to pay an administrative fee based on a minimum of 1% of actual sales under the Contract.** The administrative fee offsets the costs of governance, lead agencies, marketing and administration of National IPA.

## SCOPE OF WORK

**QUALIFIED VENDORS:** Offerors should meet the minimum qualifications:

- a) A full range of information technology solution products and services to meet varying requirements of governmental agencies.
- b) Have a strong national presence as a computer solutions provider.
- c) Have a distribution model capable of delivering products, free of charge, in a timely manner on a nationwide basis.
- d) Have a demonstrated sales presence.
- e) Ability to provide a toll-free telephone and state of the art electronic facsimile and internet ordering and billing capabilities.

Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.

- 2. **ORDERING:** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Contractor is through the following:
  - a. Online
  - b. Telephone
  - c. Fax
  - d. Email
- 3. **DELIVERY REQUIREMENT:** Contractor agrees to deliver all products to the desktop of the ordering customer. In many cases within the City, the Contractor may be asked to deliver all goods to the front counter within a given department.
- 4. **SCOPE OF PRODUCTS:** The intent of this solicitation is to establish a contract with the ability to purchase a wide variety of Information Technology Solution Products including but not limited to the following categories:
  - a. Personal Computer Systems: National brand name desktop PCs, notebooks and laptops from Enterprise Tier and Middle Tier vendors that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo and Toshiba.
  - b. Standard Business Workstation: These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.
  - c. High End Workstation: These will be used by application developers using GIS, CASE or other high level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.
  - d. Laptop Computer or Notebook: These will be used by traveling or remote access user for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.
  - e. Network Server: These will be used as a server in a local area network using TCP/IP protocol for both IP V4 and IP V6 for workgroups, departments or in wide area network configurations with a range of multiple workstations, printers and other networked devices. The device should route using EIGRP and BGP routing protocols using stub and full routing tables, be capable of full access control lists and 802.1X port authentication. Product will include the operating system license, software media and documentation in the hardware shipment.
  - f. Monitors: These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.



- g. Computer and Network Products and Peripherals: Complete availability of major manufacturers product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, keyboards, drives, memory cards, cables, batteries, etc.
- h. Services: Services which are related to the design, use or operation of the products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc..

Note: All hardware should come assembled. For example if extra memory, additional drives or peripherals are ordered, the Vendor must install them.

5. **PRICING:** Vendors shall provide a price in the format of a percentage discount off a verifiable price index. Vendors may submit pricing for various manufacturers. Prices/discounts will remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. However, pricing may fluctuate as the price for the product changes with the verifiable pricing standard. Also, the "technology marketplace" is one of rapid change, with new products and revisions coming into the marketplace on a regular basis, it is required that a verifiable pricing formula or guaranteed discount matrix be included with response. In the event a product is discontinued, Vendor will provide a product of the same or greater functionality, utilizing the proposed discount structure. In addition, Vendor must notify the City in writing within 60 days of EOL (end of life) on all models.

Award will be determined by applying the Vendor's discount to the prices listed on the verifiable price index. The City has provided various computer configurations for pricing evaluation purposes. Vendors are required to provide a total cost for the systems as configured.

It is the Vendor's responsibility to provide the City with an up-to-date price list for the duration of the contract.

6. **AWARD:** It is the City's intention that a single or limited number of awards will be made under this solicitation.
7. **DEFECTIVE PRODUCT:** All defective products shall be identified within 30 days of receipt and will then be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.

**Request for Proposal #083052, pages 14 through 22, are replaced by the following:**

## **SPECIAL TERMS AND CONDITIONS**

1. **COOPERATIVE PURCHASING:** The City is acting as a contracting agency for any other governmental agency that elects to utilize the resulting contract through participation in National IPA. All transactions, purchase orders, etc, will occur directly between the Contractor and each Participating Agency individually, and neither National IPA nor any governmental agency shall be liable for any acts, liabilities, damages, etc. incurred by any other Participating Agency.

Public agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See [www.tucsonaz.gov/procure](http://www.tucsonaz.gov/procure) and click on Cooperatives for a list of the public agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/SAVE/save-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change.

Pursuant to Oregon Revised Statutes Chapter 279A.220 the following Oregon Public Agencies are eligible to register with National IPA and access the City of Tucson contract for Panasonic Toughbooks, Tablets, Accessories and Services award made pursuant to this solicitation and are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statute:

### **Cities. Towns. Villages and Boroughs including but not limited to:**

CITY OF ADAIR VILLAGE	CITY OF OREGON CITY
CITY OF ASHLAND	CITY OF PILOT ROCK
CITY OF AUMSVILLE	CITY OF PORTLAND
CITY OF AURORA	CITY OF PORTLAND
CITY OF BEAVERTON	CITY OF POWERS
CITY OF BOARDMAN	CITY OF RIDDLE
CITY OF BURNS	CITY OF SANDY
CITY OF CANBY	CITY OF SCAPPOOSE
CITY OF CANYONVILLE	CITY OF SHADY COVE
CITY OF CLATSKANIE	CITY OF SHERWOOD
CITY OF COBURG	CITY OF ST. PAUL
CITY OF CONDON	CITY OF TIGARD, OREGON
CITY OF LA GRANDE	CITY OF TUALATIN, OREGON
CITY OF LEBANON	CITY OF WARRENTON
CITY OF MILL CITY	CITY OF WILSONVILLE
CITY OF MILWAUKIE	CITY OF WINSTON
CITY OF MOSIER	LEAGUE OF OREGON CITIES
CITY OF NORTH PLAINS	PORTLAND DEVELOPMENT COMMISSION

### **Counties including but not limited to:**

ASSOCIATION OF OREGON COUNTIES	LINCOLN COUNTY
BENTON COUNTY	LINN COUNTY
CLACKAMAS COUNTY DEPT OF TRANSPORTATION	MARION COUNTY, SALEM, OREGON
CLATSOP COUNTY	MORROW COUNTY
COLUMBIA COUNTY, OREGON	MULTNOMAH COUNTY BUSINESS AND
COOS COUNTY HIGHWAY DEPARTMENT	COMMUNITY SERVICES
CROOK COUNTY ROAD DEPARTMENT	MULTNOMAH LAW LIBRARY

CURRY COUNTY OREGON  
DESCHUTES COUNTY  
DOUGLAS COUNTY  
GILLIAM COUNTY  
GILLIAM COUNTY OREGON  
HARNEY COUNTY SHERIFFS OFFICE  
HOOD RIVER COUNTY  
JEFFERSON COUNTY  
LAKE COUNTY

NAMI LANE COUNTY  
POLK COUNTY  
SHERMAN COUNTY  
UMATILLA COUNTY, OREGON  
UNION COUNTY  
WALLOWA COUNTY  
WASCO COUNTY  
WASHINGTON COUNTY  
YAMHILL COUNTY

**K-12 including but not limited to:**

BEAVERTON SCHOOL DISTRICT  
BEND-LA PINE SCHOOL DISTRICT  
BROOKING HARBOR SCHOOL DISTRICT NO.17-C  
CANYONVILLE CHRISTIAN ACADEMY  
CASCADES ACADEMY OF CENTRAL OREGON  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO.6  
CENTRAL SCHOOL DISTRICT 13J  
COOS BAY SCHOOL DISTRICT NO.9  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CULVER SCHOOL DISTRICT NO.  
DALLAS SCHOOL DISTRICT NO.2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAYTON SCHOOL DISTRICT NO.8  
DE LA SALLE N CATHOLIC HS  
DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
DUFUR SCHOOL DISTRICT NO.29  
ESTACADA SCHOOL DISTRICT NO.10B  
FOREST GROVE SCHOOL DISTRICT  
GLADSTONE SCHOOL DISTRICT  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
HEAD START OF LANE COUNTY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT  
JACKSON CO SCHOOL DIST NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON SCHOOL DISTRICT  
KLAMATH FALLS CITY SCHOOLS  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LANE COUNTY SCHOOL DISTRICT 4J  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN CO. SCHOOL DIST. 95C  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
MARION COUNTY SCHOOL DISTRICT  
MARION COUNTY SCHOOL DISTRICT 103  
MCMINNVILLE SCHOOL DISTRICT NOA6

MEDFORD SCHOOL DISTRICT 549C  
MONROE SCHOOL DISTRICT NO.1J  
MITCH CHARTER SCHOOL  
MULTISENSORY LEARNING ACADEMY  
MUL TNOHAH EDUCATION SERVICE DISTRICT  
NEAH-KAN-NIE DISTRICT NO. 56  
NESTUCCA VALLEY SCHOOL DISTRICT NO. 101  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH WASCO CITY SCHOOL DISTRICT 21  
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL DISTRICT NOA6  
PHOENIX-TALENT SCHOOL DISTRICT NOA  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
REDMOND SCHOOL DISTRICT  
REYNOLDS SCHOOL DISTRICT  
ROGUE RIVER SCHOOL DISTRICT  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 1J  
SEASIDE SCHOOL DISTRICT 10  
SHERWOOD SCHOOL DISTRICT 88J  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
SPRINGFIELD SCHOOL DISTRICT NO. 19  
SWEET HOME SCHOOL DISTRICT NO. 55  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
YONCALLA SCHOOL DISTRICT NO. 32

2. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

3. **PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.
4. **RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to Termination of Contract, in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.
5. **FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS:** The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.
6. **PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.
7. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

## STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice. Notwithstanding the foregoing, the Contractor may assign this Contract to any parent, wholly owned subsidiary or affiliate without the written consent of the City. In the event of any such assignment, the City shall have the right to terminate this Contract, in accordance with the termination provisions.
6. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any of its rubbish from the premises and all tools, scaffolding, equipment and materials that are the property of the Contractor. Upon completion of the repair, the Contractor shall leave the work and premises in the same condition as before the work began, excepting normal wear and tear.
7. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
8. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
9. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to: A) Amend the contract or enter into supplemental verbal or written agreements; B) Grant time extensions or contract renewals; C) Otherwise modify the scope or terms and provisions of the contract. This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.
10. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
11. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
12. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever commercially reasonable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

**13. EXCLUSIVE POSSESSION:** All materials specifically created and prepared by the Contractor pursuant to this Contract and identified as a "Deliverable" under a Statement of Work are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

**14. FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

**15. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

**16. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

#### Infringement Indemnity by Contractor

To the extent a Party becomes aware, such Party shall promptly and fully notify the other Party of any Claim by any third party asserting that the Use by City or an Authorized User of the Licensed Material infringes or is likely to infringe the Intellectual Property Rights of such third party. Contractor will defend, indemnify and hold harmless City, Authorized Users, and City's directors, officers, employees and agents (collectively, "City Indemnified Parties") from any and all Losses arising from any such Claim, provided that Contractor shall have no obligations to City or City Indemnified Parties under this Section 9.1 or Section 9.2 below or otherwise, and in such cases,

#### Additional Obligation of Contractor

Subject to the forgoing provisions, in the event that any infringement Claim is initiated against Contractor or a City Indemnified Party, or in CDW-G's sole opinion is likely to be initiated for the Contractor is liable in terms of Section 9.1 above, then Contractor shall have the option, at its expense, to either:

- (a) modify or replace the infringing part of the Licensed Material so that such part is no longer infringing, provided that the functionality and performance of the Licensed Material continues to perform and operate at least in an equivalent manner and with equivalent functionality; or
- (b) procure for City, Permitted Affiliates, Authorized Users the right to continue using the infringing Licensed Material.

In either case, Contractor shall act as promptly as possible and in a manner which will avoid unreasonable disruption to City's operations. If neither of options (a) and (b) under Section 9.2 is reasonably possible or effective, Contractor shall accept the return of the Licensed Material and terminate all rights and licenses granted to City under this Agreement and refund to City an amount equal to the unamortized balance of the License Fee paid by City under this Agreement, calculated on a straight line basis over a period of five years

commencing on the Effective Date of this Agreement. The provisions of Section 9.1 and 9.2 state Contractor's entire liability and City's sole remedies with respect to infringement.

**INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.

The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

**18. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. Any material or service shall be considered accepted by the City unless the City notifies the Contractor in writing within thirty (30) business days of delivery of the applicable material or service. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

**19. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

**20. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

**21. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

**22. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

**23. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

**24. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

**25. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

**26. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City and the Contractor will determine a cost and the Contractor shall be liable for the cost thereof, which may be either reimbursed by the Contractor or deducted from the Contract price, at the option of the Contractor.

- 27. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.
- 28. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor. Said audit shall be limited to verifying Contractor's compliance with this Contract. In the event the audit is performed by an independent third party, the party must execute Contractor's Standard Non-Disclosure Agreement. Contractor is not required to keep original documents and copies of relevant documents will suffice for the purposes of this provision. The audit must be conducted during regular business hours at a mutually agreeable time and upon reasonable advanced notice.
- 29. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
- 30. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 31. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 32. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 33. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 34. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- 35. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
- 36. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the reasonable opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;



In the reasonable opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the reasonable opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the reasonable opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

The Contractor shall have ten (10) days from receipt of notice from the City to cure any default.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**37. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

**38. WARRANTIES:** The City understands that the Contractor is not the manufacturer of the products purchased by the City hereunder and the only warranties offered are those of the manufacturer, not the Contractor or its affiliates. In purchasing the products, the City is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the products that may be provided by the Contractor or its affiliates. THE CONTRACTOR AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.

In connection with the products, certain services, such as extended warranty service by manufacturers, are sold by the Contractor as a distributor or sales agent ("Third Party Services"). In the case of Third Party Services, the third party will be the party responsible for providing the services to the City and the City will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. The City hereby releases the Contractor and its affiliates from any and all claims arising from or relating to the purchase or provision of any such Third Party Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by the Contractor will be collected solely in the capacity as an independent sales agent.

Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.



**CITY OF  
TUCSON**

DEPARTMENT  
OF  
PROCUREMENT  
NT

July 16, 2008

Ms. Megan Kelly  
CDWG Government, Inc.  
2 Enterprise Drive, Suite 404  
Shelton, CT 06484

*Sent this day via electronic mail [mkelly@cdwg.com](mailto:mkelly@cdwg.com)  
Copy sent via facsimile 732-942-2678*

**RE: City of Tucson RFP #083052  
Information Technology Solutions  
Notice of Intent to Negotiate**

Dear Ms. Kelly,

The City of Tucson has completed our evaluation process and CDWG has emerged as the top-ranked firm. Accordingly, the City wishes to enter into exclusive negotiations with CDWG. This Notice of Intent to Negotiate is not an intent to award a contract and does not establish any contractual relationship between CDWG and the City of Tucson. Its intent is to notify the affected parties that the City will engage in negotiations. In the event that the City is not able to negotiate a satisfactory contract with CDWG, the City will formally terminate negotiations.

Negotiations will take place on **Friday, July 18, from 11:00 a.m. to 5:00 p.m. Arizona time** at City Hall, 255 W. Alameda, 6<sup>th</sup> floor. We will take a break from 12:00 to 1:00 Arizona time.

The City of Tucson as well as National Intergovernmental Purchasing Alliance (National IPA) will be present for negotiations as follows:

**Department of Procurement:**

Marcheta Gillespie, Deputy Director  
Laura Jestings, Contract Administrator  
Victoria Cortinas, Principal Contract Officer

**National IPA will be present via telephone:**

Ward Brown, Chief Operating Officer  
Angela Mariconi, AVP, National Contract Management  
Peter Foley, General Manager, Western Region

**CDWG has confirmed that the following people will be present via telephone:**

Tara Barbieri, Director, Program Sales  
Jim Grass, Director, State and Local Sales  
Tony Sivore, Manager, State and Local Sales  
David Grillo, Pricing Analyst, Program Sales

Attached is a copy of the negotiation agenda. Some items, such as discussion on the City's standard/special terms and conditions, can likely be negotiated via email and/or phone. In fact, negotiations have already begun between Marc Connelly, David Grillo and myself on those items. Our discussion on Friday will focus primarily on the national partnership requirements as outlined in the attached agenda.

**Attachment A**  
**CDW•G Best and Final Price Page**

ITEM NO.	PRICING GROUP	Discount Off Verifiable Price Index*
<b>Group 1 Systems</b>		
1	Desktops	2.00%
2	Notebooks	2.00%
3	Servers 1 Processor	2.00%
4	Servers 2 Processor	2.00%
5	Servers 4+ Processor	2.00%
6	Servers Blade	2.00%
7	Servers Tower	2.00%
8	Servers Unix	2.00%
9	Handhelds	2.00%
<b>Group 2 Input Devices</b>		
10	Keyboards	3.50%
11	Mice	3.50%
12	Imaging Scanners	3.50%
13	POS Scanners	3.50%
14	Pointing Devices	3.50%
15	Bar Code Readers	3.50%
16	Audio Input	3.50%
17	Input Adapters	3.50%
18	PC and Network Cameras	3.50%
19	Input Cables	3.50%
20	Input Accessories	3.50%
<b>Group 3 Output Devices</b>		
21	Displays	3.00%
22	Printers	2.00%
23	Inkjet Printers	2.00%
24	Inkjet Photo Printers	2.00%
25	Laser Printers	1.50%
26	Label Printers	2.00%
27	Dot Matrix Printers	2.00%
28	Multi-Function Printers	2.00%
29	Wide Format Printers	1.50%
30	Multi-Function Inkjet Printers	2.00%
31	Wide Format Printers	1.50%
32	Fax Machine Printers	2.00%
33	Printer Accessories	2.00%
34	Projectors	2.00%
35	Projector Accessories	2.00%
36	Audio Input	2.00%
37	Video Cards	2.00%
38	Sound Cards	2.00%
39	Output Accessories	2.00%
40	Printer Consumables	2.00%

ITEM NO.	PRICING GROUP	Discount Off Verifiable Price Index*
<b>Group 4 Memory</b>		
42	Desktop	4.00%
43	Flash	4.00%
44	Networking	4.00%
45	Notebook	4.00%
46	Printer/Fax	4.00%
47	Server	4.00%
<b>Group 5 Storage Devices</b>		
48	Adapters Fibre Channel	2.50%
49	Adapters FireWire/USB	2.50%
50	Adapters IDE/ATA/SATA	2.50%
51	Adapters RAID	2.50%
52	Adapters SCSI	2.50%
53	Bridges & Routers	2.50%
54	Disk Arrays	2.50%
55	Disk Arrays JBOD	2.50%
56	Drives Magneto-Optical	2.50%
57	Drives Removable Disk	2.50%
58	Gigabit Hubs & Switches	2.50%
59	Hard Disks External	2.50%
60	Hard Disks Fibre Channel	2.50%
61	Hard Disks IDE/ATA/S	2.50%
62	Hard Disks Notebook	2.50%
63	Hard Disks SCSI	2.50%
64	Networking Accessories	2.50%
65	Optical Drives CD-RO	2.50%
66	Optical Drives CD-RW	2.50%
67	Optical Drives DVD/C	2.50%
68	Optical Drives DVD-R	2.50%
69	Storage Accessories	2.50%
70	Storage NAS	2.50%
71	Storage SAN	2.50%
72	Tape Autoloaders AIT	2.50%
73	Tape Autoloaders DAT	2.50%
74	Tape Autoloaders DLT	2.50%
75	Tape Autoloaders LTO	2.50%
76	Tape Drives 4mm	2.50%
77	Tape Drives 8mm/VXA	2.50%
78	Tape Drives AIT	2.50%
79	Tape Drives DAT	2.50%
80	Tape Drives DLT	2.50%
81	Tape Drives LTO/Ultrium	2.50%
82	Tape Drives SDLT	2.50%
83	Tape Drives Travan	2.50%

Discount Off Verifiable  
Price Index\*

ITEM NO.

PRICING GROUP

Group 6 Network Equipment

84	10/100 Hubs & Switch	2.50%
85	Bridges and Routers	2.50%
86	Gigabit Hubs & Switches	2.50%
87	Concentrators and Multiplexers	2.50%
88	Hardware Firewalls	2.50%
89	Intrusion Detection	2.50%
90	KVM	2.50%
91	Modems	2.50%
92	Network Test Equipment	2.50%
93	Network Adapters	2.50%
94	Network Cables	2.50%
95	Network Accessories	2.50%
96	Network Communications	2.50%
97	Repeaters and Transceivers	2.50%
98	Telephony	2.50%
99	Video Conferencing	2.50%
100	Wireless LAN Accessories	2.50%

Group 7 Software

101	Licensing Backup	3.00%
102	Licensing Barcode/OC	3.00%
103	Licensing Business Application	3.00%
104	Licensing CAD/CAM	3.00%
105	Licensing Cloning	3.00%
106	Licensing Computer Services	3.00%
107	Licensing Database	3.00%
108	Licensing Development	3.00%
109	Licensing Entertainment	3.00%
110	Licensing Financial	3.00%
111	Licensing Flow Chart	3.00%
112	Licensing Graphic Design	3.00%
113	Licensing Handheld	3.00%
114	Licensing Network OS	3.00%
115	Licensing OS	3.00%
116	Licensing Personal Organization	3.00%
117	Licensing Presentation	3.00%
118	Licensing Reference	3.00%
119	Licensing Report Analysis	3.00%
120	Licensing Spreadsheet	3.00%
121	Licensing Utilities	3.00%
122	Licensing Warranties	3.00%
123	Licensing Web Development	3.00%
124	Licensing Word Processing	3.00%
125	Software Backup	3.00%
126	Software Barcode/OCR	2.00%
127	Software Business Application	2.00%
128	Software CAD/CAM	2.00%
129	Software Cloning	2.00%
130	Software Computer Services	2.00%

ITEM NO.	PRICING GROUP	Discount Off Verifiable
		Price Index*
31	Software Database	2.00%
132	Software Development	2.00%
133	Software Entertainment	2.00%
134	Software Financial	2.00%
135	Software Flow Chart	2.00%
136	Software Graphic Design	2.00%
137	Software Handheld	2.00%
138	Software Network OS	2.00%
139	Software OS	2.00%
140	Software Personal Organization	2.00%
141	Software Presentation	2.00%
142	Software Reference	2.00%
143	Software Report Analysis	2.00%
144	Software Spreadsheet	2.00%
145	Software Utilities	2.00%
146	Software Warranties	2.00%
147	Software Web Development	2.00%
148	Software Word Processing	2.00%

#### Group 8 Media Supplies

149	Media 4mm Tape	3.50%
150	Media AIT Tape	3.50%
151	Media DAT Tape	3.50%
152	Media DLT Tape	3.50%
33	Media LTO/Ultrium Tape Drive	3.50%
154	Media Magneto-Optical	3.50%
155	Media Optical	3.50%
156	Media SLR Tape	3.50%
157	Media Travan Tape	3.50%
158	Media VXA Tape	3.50%
159	Media Zip	3.50%

#### Group 9 Other

160	Advanced Integration	1.00%
161	Asset Disposal	1.00%
162	Asset Management	1.00%
163	Cables	3.50%
164	Cables Custom	3.50%
165	Cables Printer	3.50%
166	Complex Warranties	1.00%
167	Desktop Accessories	3.50%
168	Display Accessories	3.50%
169	Electronic Services	1.00%
170	Handheld Accessories	3.50%
171	Imaging Accessories	3.50%
172	Imaging Camcorders	3.50%
173	Imaging Digital Cameras	3.50%
174	Internal Lab Service	1.00%
75	Lab Fees	1.00%
176	Managed Services	1.00%

ITEM NO.	PRICING GROUP	Discount Off Verifiable Price Index*
77	Miscellaneous Solutions	1.00%
178	Networking Warranties	1.00%
179	Notebook Accessories	3.25%
180	Notebook Batteries	3.50%
181	PC Lab Order Services	1.00%
182	POS Accessories	3.00%
183	POS Displays	3.00%
184	Power Accessories	2.00%
185	Power Surge Protection	2.00%
186	Power UPS	1.00%
187	Printer Accessories	3.50%
188	Projector Accessories	3.50%
189	Server Accessories	3.50%
190	Service charge	1.00%
191	System Components	4.00%
192	Training Courses	1.00%
193	Training Reference Manuals	1.00%
194	Warranties Electronic	1.00%

#### Group 10 Services

195	General Installation	1.00%
196	Training	1.00%
197	Support	1.00%
198	Additional Services Offered	1.00%
	(feel free to offer additional services and applicable discount)	

Total Items Bid/Total Items

\* Discount is % off CDWG Advertised price listed at: [www.cdwg.com](http://www.cdwg.com)